

1 THE HONORABLE MARSHA J. PECHMAN
2
3
4
5
6
7
8

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

REC SOFTWARE USA, Inc.,

11 Plaintiff,

12 v.

14 HTC AMERICA, INC., a Washington
corporation, et al.

16 Defendants.

17 Lead Case No. 2:14-CV-1025 MJP

18 [Consolidated with Non-Lead Case Nos.
2:14-CV-1048-MJP; 2:14-CV-1050-MJP;
2:14-CV-1053-MJP; 2:14-CV-1056-MJP;
2:14-CV-1059-MJP; 2:14-CV-1060-MJP;
2:14-CV-1062-MJP]

19 **DEFENDANTS' MOTION TO STRIKE
PLAINTIFF REC SOFTWARE USA,
INC.'S INFRINGEMENT
CONTENTIONS**

20 **NOTE ON MOTION CALENDAR:
February 6, 2015**

21
22
23
24
25
26
27
28
Defendants' Motion to Strike Infringement Contentions
(2:14-cv-01025-MJP)

30689\4734275.1

HILLIS CLARK MARTIN & PETERSON P.S.
1221 Second Avenue, Suite 500
Seattle, Washington 98101-2925
Telephone: (206) 623-1745
Facsimile: (206) 623-7789

1 **I. INTRODUCTION**

2 Defendants, by and through their undersigned counsel, jointly move the Court to strike
 3 portions of Plaintiff REC Software USA, Inc.'s ("REC") Infringement Contentions as improper
 4 because (i) they allege acts of infringement which are not legally applicable to method claims (the
 5 only type of claim asserted) and (ii) even for the limited alleged acts which are applicable to
 6 method claims (*e.g.*, the act of "using"), the infringement contentions fail to inform one as to how
 7 allegedly infringing pre-installed applications on the accused mobile devices actually practice the
 8 claimed method as required by Local Patent Rule ("LPR") 120. Specifically, REC's Infringement
 9 Contentions ("ICs") are improper in each of the following respects:

- 12 • A patent method claim cannot be directly infringed by making or selling a device that
 allegedly practices the steps of the method, yet the ICs include claims that the
 Defendants directly infringe the asserted method claims by making, offering to sell,
 selling, and importing the accused mobile devices;
- 15 • for the remaining claim (that Defendants practice the patented computing process), the
 ICs fail to provide a limitation-by-limitation claim chart as the Local Rules require.
 Instead, the ICs list dozens of pre-installed application programs without explaining
 how any one application (let alone all of them) might satisfy a single claim limitation;
- 18 • the ICs also include an "Appendix C," which contains more than 1.3 million documents
 and files (many of which cannot be processed by standard software tools), despite the
 fact that the ICs never substantively discuss the materials in Appendix C in relation to
 any claim limitation; and
- 21 • the ICs fail to provide an element-by-element analysis for any specific mobile device,
 instead generally referring to generic versions of the Android operating system
 ("Android"), including versions of Android which were not even released until after
 expiration of the asserted patent.

24 Infringement contentions are intended to require patent holders to "crystallize their theories
 25 of the case early in the litigation and to adhere to those theories once they have been disclosed."

27 *REC Software USA, Inc. v. Bamboo Solutions Corp.*, No. C11-0554JLR, 2012 WL 3527891, at *3
 28 (W.D. Wash. Aug. 15, 2012) (*citing O2 Micro Int'l Ltd. v. Monolithic Power Sys., Inc.*, 467 F.3d

1 1355, 1366 n.12 (Fed. Cir. 2006)). As Judge Robart noted in *REC Software USA, Inc. v. Bamboo*
 2 *Solutions Corp.*, this Court has often “view[ed] the Northern District of California cases
 3 interpreting their own local patent rules to be of assistance in this court's effort to fashion its own
 4 standard” given the similarity between the two courts' local patent rules. No. C11-0554JLR, 2012
 5 WL 3527891, at *3 (W.D. Wash. Aug. 15, 2012). And the Northern District of California has
 6 regularly opined that early crystallization is necessary to “prevent the ‘shifting sands’ approach to
 7 claim construction.” *Atmel Corp. v. Info. Storage Devices, Inc.*, C 95-1987 FMS, 1998 WL
 8 775115, at *3 (N.D. Cal. Nov. 5, 1998).

9 But REC's ICs fail to provide critical information about how third-party applications and
 10 how each version of Android infringe the patent on an element-by-element basis as required by
 11 LPR 120. This problem is particularly acute in this matter as the accused Android software and
 12 functionality is developed and supplied by third parties who are not defendants in this matter and,
 13 accordingly, Defendants' own ability to prepare defenses is greatly prejudiced absent clear
 14 infringement contentions. For these reasons, these parts of the ICs fail to comply with the Local
 15 Patent Rules and should be stricken.

16 **II. FACTUAL BACKGROUND**

17 REC served its ICs on November 7, 2014 asserting that Defendants directly infringed
 18 claims 1, 2, 3, 4, and 6 of U.S. Patent No. 5,854,936 (“the '936 Patent”). The '936 patent was
 19 issued on December 29, 1998 and expired on August 22, 2011, almost three years before REC
 20 filed suit. All five asserted claims are method claims. Though the '936 patent also included
 21 “apparatus” type claims 9-22, in its contentions, REC made clear it was not asserting any apparatus
 22 claims in this matter, specifically stating “REC does not reserve the right to assert any of claims 9-
 23

1 22 of U.S. Patent No. 5,854,936 against [each] Defendant.” Decl. of Julia Kropp in Supp. of
 2 Defs.’ Mot. to Strike REC’s Infringement Contentions (“Kropp Decl.”), Ex. 1 [REC’s
 3 Infringement Contentions] at p. 2, lns. 23-24. All of the method claims relate generally to method
 4 practiced by a computer. REC alleges that Defendants directly infringe these method claims by,
 5 *inter alia*, “Making the Accused Devices,” “Offering to Sell the Accused Devices,” “Selling the
 6 Accused Devices,” and “Importing the Accused Devices.” *Id.* at p. 4, lns. 2-5.
 7

8 A. Contentions Regarding Android

9 REC’s infringement contentions purport to accuse versions 1.0-4.0.3 (including 32 separate
 10 versions) of the “Android” operating system. The Android operating system is developed by third-
 11 party Google Inc., who is not a defendant in any of the REC cases.
 12

13 The ICs accuse of infringement Defendants’ “mobile phone and/or tablet that include and
 14 implement at least (i) an operating system; (ii) certain pre-installed applications, and (iii) a Dalvik
 15 virtual machine (“Dalvik VM”), including any Dalvik VM included with one or more of the
 16 following versions of the Android Operating System software.” *Id.* [REC’s Infringement
 17 Contentions] at App. A, p. 1. Although REC’s infringement allegations are limited to
 18 functionalities found in Android (such as the Dalvik VM), the ICs simply march through generic
 19 functionalities and commands of Android without tying any of REC’s purported analysis to any
 20 particular versions of Android. The substantive portion of REC’s Infringement Contentions where
 21 this purported analysis occurs, Appendix A, is identical for all Defendants. Kropp Decl., ¶ 7. REC
 22 does not provide a claim chart for each version, nor explain why the accused functionality is
 23 assumed to operate the same way across all 32 versions. Kropp Decl., Ex. 1 [REC’s Infringement
 24

1 Contentions] at App. A, p. 12. In fact, the ICs contain a troubling admission that REC has not
 2 examined all the versions of Android named in its ICs:

- 4 • “It is ***believed*** that versions 1.0 and 1.1 of the Android system do not differ from the other
 5 versions of the Android system in a way that affects the infringement analysis, ***but the***
source code is not currently publicly available.”
- 6 • “It is ***believed*** that versions 3.0, 3.1, and 3.2-3.2.4 of the Android system do not differ from
 7 the other versions of the Android system in a way that affects the infringement analysis, ***but***
the source code is not publicly available.”

8 *Id.* at App. A, p. 11-12 (emphasis added).

9 B. Contentions Regarding the Pre-Installed Applications

10 For each device identified, Appendix B also listed some REC documents by bates number,
 11 and these documents included a table of numerous (for most devices, hundreds) of applications
 12 allegedly “running upon start” for a particular device, along with generally indecipherable
 13 “Methodology” and “Notes” sections. Nowhere are these documents discussed (or even
 14 mentioned) in Appendix A.

15 Furthermore, although REC alleges in its ICs that the Defendants’ mobile products infringe
 16 because “certain pre-installed applications” practice the claimed method, REC does not provide
 17 any element-by-element analysis of any of the pre-installed applications to show how they
 18 allegedly infringe. In fact, Appendix A fails to even mention any specific pre-installed application
 19 or device by name.

20 C. Meet-and-confer efforts and subsequent clarification from REC

21 Counsel for Motorola sent REC a letter on November 21, 2014, identifying the various
 22 deficiencies in the ICs—including REC’s failure to provide a proper element-by-element claim
 23 chart, REC’s generic and unsubstantiated allegations regarding specific devices and versions of
 24

1 Android, REC's unsubstantiated allegations of joint infringement, and REC's allegations of
 2 legally-insufficient grounds for infringement. *Id.*, Ex. 2 [2014-11-21 R. McBrayer Letter to T.
 3 DeJong]. On December 4, 2014, Dell also sent a comprehensive letter to REC identifying these
 4 deficiencies. *Id.*, Ex. 3 [2014-12-4 E.Mar Letter to T.DeJong]. Dell and Motorola, thereafter,
 5 engaged in extensive meet-and-confer discussions with REC on these issues in an attempt to reach
 6 resolution without involving the Court. Dell and Motorola also objected to the unsubstantiated and
 7 open-ended allegations of joint infringement included in the ICs.
 8

9 On January 14, 2015, REC served its Clarification, Amendment, and Supplement
 10 Regarding its Disclosure of Asserted Claims and Infringement Contentions. *Id.*, Ex. 4 [REC's
 11 Supplemental Contentions]. In the Clarification, REC withdrew its joint infringement allegations
 12 and its infringement assertion based on the doctrine of equivalents; however, REC did not remedy
 13 the deficiencies to which this motion is directed. *Id.*
 14

16 **III. REC'S INFRINGEMENT CONTENTIONS ARE DEFICIENT AND**
 17 **PORTIONS SHOULD BE STRICKEN.**

18 A. **The Allegations in REC's Contentions that Allege Infringement of**
 19 **Method Claims Based on Making, Offering to Sell, Selling, and**
 20 **Importing Accused Devices Should Be Stricken as a Matter of Law.**

21 Direct infringement of a patented method is limited to the actual performance of the steps
 22 of the claimed method. As the Federal Circuit noted just last month, "none of our decisions have
 23 found direct infringement of a method claim by sales of an end user product which performs the
 24 entire method, and we decline to do so here." *Ericsson, Inc. v. D-Link Systems, Inc.*, 773 F.3d
 25 1201 (Fed. Cir. 2014); *see also Ricoh Co., Ltd. v. Quanta Computer Inc.*, 550 F.3d 1325, 1335
 26 (Fed. Cir. 2008) ("Accordingly, we hold that a party that sells or offers to sell software containing
 27 instructions to perform a patented method does not infringe the patent under § 271(a)");
 28

Mformation Techs., Inc. v. Research in Motion Ltd., 830 F. Supp. 2d 815, 839 (N.D. Cal. 2011) (“Plaintiff must show that Defendants actually used the [accused] software within the United States in a way that directly infringes the patent-in-suit, i.e., in a way that practiced each step of the patented method within the United States”) (citing *Ricoh*, 550 F.3d at 1335). “Congress has consistently expressed the view that it understands infringement of method claims under section 271(a) to be limited to use.” *NTP, Inc. v. Research in Motion, Ltd.*, 418 F.3d 1282, 1319 (Fed. Cir. 2005). “The sale or offer to sell handheld devices is not, in and of itself, enough [to infringe a method claim].” *Id.* at 1321. “To infringe a method claim, a person must have practiced all steps of the claimed method.” *Lucent Techs., Inc. v. Gateway, Inc.*, 580 F.3d 1301, 1317 (Fed. Cir. 2009) (citing *Joy Techs., Inc. v. Flakt, Inc.*, 6 F.3d 770, 775 (Fed. Cir. 1993)). “A method claim is directly infringed only by one practicing the patented method.” *Joy Techs.*, 6 F.3d at 775 (emphasis in original).

Indeed, this is the only logical interpretation of the statute, given that “[d]irect infringement occurs only when someone performs the claimed method.” *i4i Ltd. P’ship v. Microsoft Corp.*, 598 F.3d 821, 850 (Fed. Cir. 2010). Making, offering to sell, selling, or importing a mobile device capable of performing a method is not the same as performing that method, and is not an infringement. *See, e.g., Cardiac Pacemakers, Inc. v. St. Jude Med., Inc.*, 576 F.3d 1348, 1359 (Fed. Cir. 2009) (“The law is unequivocal that the sale of equipment to perform a process is not a sale of the process within the meaning of section 271(a)” (internal citations and quotations omitted)). Any one of these cases should have prevented REC from leveling its baseless claims.

REC indicated instead during the parties’ conferences that it believes *CLS Bank Int’l v. Alice Corp.*, 667 F. Supp. 2d 29 (D.D.C. 2009) entitles it to assert infringement of a method claim

1 based on making, offering to sell, selling, or importing devices. But REC misreads this case. The
 2 method claims at issue in *CLS Bank* recited a process of exchanging a financial obligation between
 3 parties. *Id.* at 31-32. The accused infringer, CLS, sold banks a “continuous linked settlement”
 4 service that settled payment instructions related to underlying foreign exchange transactions. *Id.* at
 5 32. The patentee argued that performance of the CLS *service* infringed every step of the asserted
 6 method claims and, therefore, that CLS’s sale of its *service* directly infringed the method claims.
 7 *Id.* at 36. The court held that “one who ‘sells’ or ‘offers to sell’ each and every step of a patented
 8 method infringes the patent.” *Id.* at *37. Thus, *CLS Bank* applies to the narrow instance in which
 9 the thing being sold is the service of performing the claimed method itself (e.g., as a consulting
 10 service)—not where the thing being sold is a *device* that allegedly performs the claimed method.
 11 As *NTP* made clear, the sale of a device that allegedly performs a claimed method cannot directly
 12 infringe a method claim. 418 F.3d at 1321.

16 Here, despite that well-settled tenet of patent law, REC’s ICs improperly assert that the
 17 asserted method claims can be infringed by the acts of “making,” “offering to sell,” “selling,”
 18 and/or “importing” the accused mobile devices. Kropp Decl., Ex. 1 [REC’s Infringement
 19 Contentions] at p. 4, lns. 2-5. As explained in *NTP*, one cannot actually use or practice the
 20 claimed method (as is required to prove infringement) by making, offering to sell, selling, and/or
 21 importing a mobile device. *See Cardiac Pacemakers*, 576 F.3d 1359. Accordingly, the Court
 22 should strike the portion of REC’s ICs that improperly allege infringement by making, selling,
 23 offering to sell, or importing the accused mobile devices. *See, e.g., Shared Memory Graphics LLC*
 24 *v. Apple Inc.*, No. C-10-02475 MMC JSC, 2011 WL 3878388, at *8 (N.D. Cal. Sept. 2, 2011)

1 (granting motion to strike Infringement Contentions). Doing so will prevent needless discovery
 2 activity into Defendants' manufacturing processes, sales organizations, and importation records.
 3

4 **B. REC Fails to Provide a Claim-by-Claim, Element-by-Element Analysis of**
How Pre-Installed Applications Running on the Accused Devices
Allegedly Satisfy the Elements of the Asserted Method.

5 The Local Patent Rules require REC's "Disclosure of Asserted Claims and Infringement
 6 Contentions" to contain the following information:
 7

8 "A chart identifying specifically where each element of each Asserted Claim is found
 9 within each Accused Device, including for each claim element that such party
 10 contends is governed by 35 U.S.C. § 112(6), the identity of the structure(s), act(s), or
 material(s) in the Accused Device that performs the claimed function.

11 LPR 120(c) (emphasis added). REC's allegations contain no such chart.
 12

13 The lack of a chart is an administrative problem, but importantly, is one that masks
 14 underlying substantive problems. In its ICs, REC alleges that "certain pre-installed applications"
 15 found in the accused devices satisfy the elements of the asserted method claim. *See* Kropp Decl.,
 16 Ex. 1 [REC's Infringement Contentions] at App. A, p. 1. The ICs then contain, for each
 17 Defendant, a long list of all applications allegedly on each phone. *See, e.g.*, Kropp. Ex. 6 [List of
 18 Apps]. REC, however, fails to identify anywhere, in chart or verbiage, where or how any pre-
 19 installed applications satisfies a claim limitation. Indeed, Appendix A to the ICs never even
 20 mentions any pre-installed applications. The applications running on the Defendants' devices are
 21 provided by any number of third-party developers. REC's ICs are not connected in any way to
 22 these applications, and thus there is no basis for opening discovery to this extent and requiring
 23 defendants to seek documents from potentially hundreds of non-party application developers.
 24

25 Moreover, REC improperly attempts to keep the door open for future contentions
 26 against other applications that it has not even listed, stating that "the listed pre-installed
 27

1 applications programs are intended to be merely exemplary, and other pre-installed programs
 2 are intended to be included within the scope of these infringement contentions to the extent
 3 applicable.” Kropp Decl., Ex. 1 [REC’s Infringement Contentions] at App. A, p. 2. REC
 4 attempts the same tactic with respect to the identification of Accused Devices in Appendix B,
 5 similarly stating that “the listed phones and/or tablets are intended to be merely exemplary,
 6 and other phones and/or tablets are intended to be included within the scope of these
 7 infringement contentions to the extent applicable.” *Id.* at App. B. This is improper and
 8 inconsistent with the requirements of the Local Patent Rules, which require identification of
 9 each Accused Device, and with respect to each device, a “chart identifying specifically where
 10 each element of each Asserted Claim is found within each Accused Device.” LPR 120(c).
 11 Defendants cannot defend against application programs or mobile products that are not
 12 named.
 13

14 REC tries to obfuscate its neglect in providing anything specific about the accused
 15 products. At no place in Appendix A does REC identify a specific application by name, much
 16 less provide a claim-by-claim, element-by element analysis of any specific applications. In
 17 sections labeled as “background on the technology” and in its purported claim-by-claim
 18 analysis, REC generally references functionalities, commands, and operations of Android but
 19 never indicates in this verbiage or anywhere else how any of the pre-installed applications on
 20 any accused mobile devices uses any of those functionalities, commands, and operations. *Id.*
 21 at App. A, pp. 11-115. Finally, REC dumped 1.3 million pages and files in an Appendix C to
 22 the ICs (many of which cannot be opened by standard software tools) without linking these
 23
 24
 25
 26
 27
 28

1 pages and files to its purported claim-by-claim analysis. Nowhere does Appendix A mention
 2 any document or file produced as part of Appendix C.

3 The infringement contentions should identify how the accused ““products infringe with as
 4 much specificity as possible with the information currently available”” to REC. *France Telecom,*
 5 *S.A. v. Marvell Semiconductor, Inc.*, No. 12-CV-04967 WHA NC, 2013 WL 1878912, at *4 (N.D.
 6 Cal. May 3, 2013) (citation omitted). The Patent Local Rules are designed to “ensure all the
 7 litigants put all their cards on the table up front.” *Atmel Corp. v. Information Storage Devices,*
 8 *Inc.*, C 95-1987 FMS, 1998 WL 775115, *3 (N.D. Cal. Nov. 5, 1998). REC has failed to perform
 9 this basic step.

10 Absent such information, the Defendants are left to guess how and which of the pre-
 11 installed applications on their mobile devices may allegedly perform the claimed method. As a
 12 result, REC’s infringement allegations with regard to the pre-installed applications referenced in
 13 Appendix B and the materials in Appendix C should be stricken. *See, e.g., Shared Memory*
 14 *Graphics*, 2011 WL 3878388, at *8. In the alternative, REC should supplement its contentions to
 15 provide the required element-by-element analysis of how each allegedly infringing pre-installed
 16 application practices the claimed method and what portions of Appendix C (i.e., what portions of
 17 which particular document) are being relied upon by REC to support its contentions for each
 18 limitation.

19 **C. REC’s Generic Allegations Against Android Are Insufficient.**

20 REC’s ICs focus exclusively on functionality it claims is found in Android. The ICs
 21 generically list 32 versions of generic Android from Google, many of which have not been
 22 analyzed by REC’s own admission, and fail to provide any claim chart or other analysis of how all
 23

1 the versions of Android found in the defendants' mobile products infringes. Kropp Decl., Ex. 1
 2 [REC's Infringement Contentions] at App. A, pp. 1, 11-12. This is particularly significant in this
 3 case because although the asserted '936 patent expired in August 2011, REC's ICs claim
 4 infringement based on the use of ten versions of Android which were not released until *after* the
 5 '936 Patent had expired. As a matter of law, REC cannot assert infringement regarding the use of
 6 technology that occurred after the patent-in-suit has expired. Such allegations should be stricken.
 7

8 REC also neglects to explain its basis for why it contends the accused functionality
 9 operates in the same manner across all 32 versions of Android and all Accused Products. This is
 10 particularly troubling in view of the fact that the specific Android source code for many of the
 11 specific accused mobile devices (not just the generic Google version) *is* publicly available, which
 12 many of the Defendants specifically informed REC of back in September 2014 before the ICs were
 13 due. Kropp Decl., Ex. 4 [2014-9-26 R. McBrayer letter to T. DeJong]. Absent this required
 14 information, the Defendants are prejudiced in their ability to prepare their defenses in the case. As
 15 a result, REC's ICs should be stricken. In the alternative, REC should be compelled to provide a
 16 claim chart for each version of Android that is accused or provide the basis for why the accused
 17 functionality operates in the same manner across all versions of Android.
 18

21 **IV. CONCLUSION**

22 For the reasons set forth in Section III.A, the Court should strike REC's Infringement
 23 Contentions with respect to sale, manufacture, offer to sell, and importing of the accused mobile
 24 devices. As explained in III.A, method claims cannot be infringed by the selling, making, offering
 25 to sell, or importing of a *device* as a matter of law. Defendants should not face the expense and
 26 burden with mounting defenses to allegations that are simply inapplicable to method claims.
 27

1 Furthermore, for the reasons set out in Section III.B and III.C, the Court should also strike
2 REC's Infringement Contentions, or in the alternative, compel REC to supplement those
3 contentions with respect to the following deficiencies: (i) REC's failure to provide an element-by-
4 element infringement analysis, with such analysis to describe how each pre-installed application on
5 each accused mobile device allegedly practices the claimed method; (ii) REC's failure to identify
6 how each of the 32 version(s) of Android allegedly found on each accused mobile device prior to
7 the expiration of the patent-in-suit allegedly practices the claimed method; and (iii) the basis for
8 REC's contention that the accused Android functionality operates in the same manner across all
9 versions of Android.

10 //

11 //

12 //

13 //

14 //

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

Defendants' Motion to Strike Infringement Contentions
(2:14-cv-01025-MJP) - 12 -

HILLIS CLARK MARTIN & PETERSON P.S.
1221 Second Avenue, Suite 500
Seattle, Washington 98101-2925
Telephone: (206) 623-1745
Facsimile: (206) 623-7789

1 Dated this 22nd day of January, 2015.

2 HILLIS CLARK MARTIN & PETERSON P.S.

3 By s/ Eric D. Lansverk

4 Michael R. Scott, WSBA #12822
5 Eric D. Lansverk, WSBA# 17218
6 1221 Second Avenue, Suite 500
7 Seattle, Washington 98101-2925
8 Telephone: (206) 623-1745
9 Facsimile: (206) 623-7789
10 Email: michael.scott@hcmp.com;
11 eric.lansverk@hcmp.com

12 FARELLA BRAUN + MARTEL LLP

13 James W. Morando (admitted *pro hac vice*)
14 Eugene Mar (admitted *pro hac vice*)
15 Julia Kropp (admitted *pro hac vice*)
16 Farella Braun + Martel LLP
17 235 Montgomery Street, 17th Floor
18 San Francisco, CA 94104
19 Telephone: (415) 954-4400
20 Email: jmorando@fbm.com;
21 emar@fbm.com;
22 jkropp@fbm.com

23 *Attorneys for Defendants*
24 *Dell Inc. and Dell Products L.P.*

25
26
27
28
Defendants' Motion to Strike Infringement Contentions
(2:14-cv-01025-MJP) - 13 -

HILLIS CLARK MARTIN & PETERSON P.S.
1221 Second Avenue, Suite 500
Seattle, Washington 98101-2925
Telephone: (206) 623-1745
Facsimile: (206) 623-7789

1 YARMUTH WILSDON PLLC
2

3 By s/John H. Jamnback
4

5 John H. Jamnback, WSBA No. 29872
6 818 Stewart Street, Suite 1400
7 Seattle, WA 98101
8 Telephone: 206.516.3800
9 Facsimile: 206.516.3888
10 Email: jjamnback@yarmuth.com

11 FINNEGAN, HENDERSON, FARABOW,
12 GARRETT & DUNNER, LLP
13

14 Andrew C. Sonu (*admitted pro hac vice*)
15 John Mulcahy (*admitted pro hac vice*)
16 Two Freedom Square
17 11955 Freedom Drive
18 Reston, VA 20190
19 Telephone: 571.203.2700
20 Facsimile: 202.408.4400
Email: andy.sonus@finnegan.com
Email: john.mulcahy@finnegan.com

21 Frank A. DeCosta, III (*admitted pro hac vice*)
22 Christopher M. Kurpinski (*admitted pro hac vice*)
23 Forrest A. Jones (*admitted pro hac vice*)
24 901 New York Avenue, N.W.
25 Washington, D.C. 20001-4413
26 Telephone: 202.408.4000
27 Facsimile: 202.408.4400
28 Email: frank.decosta@finnegan.com
Email: christopher.kurpinski@finnegan.com
Email: forrest.jones@finnegan.com

29 *Attorneys for Defendants LG Electronics USA, Inc., LG*
30 *Electronics Mobile Research USA, LLC, and LG*
31 *Electronics Mobilecomm USA, Inc*

1 PERKINS COIE LLP
2

3 By: s/ Christina J. McCullough
4 Ryan J. McBrayer #28338
5 Christina J. McCullough #47147
6 Kyle M. Amborn #48340
7 Perkins Coie LLP
8 1201 Third Avenue, Suite 4900
9 Seattle, WA 98101-3099
10 Telephone: 206.359.8000
11 Email: RMcBrayer@perkinscoie.com;
12 CMCCullough@perkinscoie.com
13 KAmborn@perkinscoie.com

14 Michael J. Engle (admitted pro hac vice)
15 Perkins Coie LLP
16 3150 Porter Drive
17 Palo Alto, CA 94304-1212
18 Telephone: 650.838.4300
19 Email: MEngle@perkinscoie.com

20
21 *Attorneys for Defendant*
22 **MOTOROLA MOBILITY LLC**
23
24
25
26
27
28

1 KNOBBE, MARTENS, OLSON & BEAR, LLP
2

3 By: s/ Colin B. Heideman
4 Colin B. Heideman (WSBA 44,873)
5 KNOBBE, MARTENS, OLSON & BEAR, LLP
6 925 Fourth Avenue, Suite 2500
7 Seattle, WA 98104
8 Email: Colin.heideman@knobbe.com
9

10 1201 Third Avenue, Suite 4900
11 Seattle, WA 98101-3099
12 Telephone: 206.359.8000
13 Email: RMcBrayer@perkinscoie.com
14 CMCCullough@perkinscoie.com
15 KAmborn@perkinscoie.com
16

17 Irfan A. Lateef (SBN 204004)
18 Kendall M. Loebba (SBN 285908)
19 KNOBBE, MARTENS, OLSON & BEAR, LLP
20 2040 Main St. Suite 1400
21 Irvine, CA 92614
22
23
24
25
26
27
28

29 *Attorneys for Defendant HTC AMERICA, INC.*

1 By: s/Franklin D. Cordell
2 Franklin D. Cordell
3 fcordell@gordontilden.com
4 Jeffrey M. Thomas
5 jthomas@gordontilden.com
6 1001 Fourth Avenue
7 Suite 4000
8 Seattle, WA 98154

9
10 LEE TRAN & LIANG LLP
11 Lauren Sliger
12 Lauren.Sliger@ltlattorneys.com
13 Rozbeh Gorgin
14 Rozbeh.Gorgin@ltlattorneys.com
15 601 South Figueroa St., Suite 3900
16 Los Angeles, CA 90017

17
18 *Attorneys for Defendants Huawei Devices USA, Inc.,*
19 *Huawei Technologies USA, Inc., and Futurewei*
20 *Technologies, Inc.*

1 LANE POWELL PC
2

3 By: /s/ Gregory F. Wesner
4 Gregory F. Wesner, WSBA #30241
5 Tiffany Scott Connors, WSBA #41740
6 LANE POWELL PC
7 1420 Fifth Avenue, Suite 4200
8 P.O. Box 91302
9 Seattle, WA 98111-9402
10 Email:wesnrg@lanepowell.com
11 connorst@lanepowell.com
12 Telephone: 206-223-7272

13 James V. Mahon
14 ANDREWS KURTH LLP
15 4505 Emperor Blvd, Suite 330
16 Durham, NC 27703
17 Email JamesMahon@Andrewskurth.com
18 Telephone: 919-864-7210

19 John H. McDowell, Jr.
20 Benjamin J. Setnick
21 ANDREWS KURTH LLP
22 1717 Main Street, Suite 3700
23 Dallas, Texas 75201
24 Email: johnmcdowell@andrewskurth.com
25 bensetnick@andrewskurth.com
26 Telephone: 214-659-4400
27 Facsimile: 214-915-1434

28 *Attorneys for Defendants Sony Mobile Communications
(USA) Inc.*

1 UPSHAW PLLC
2
3
4
5
6
7
8

By: s/Jacqueline M. Lee
Jacqueline M. Lee (*pro hac vice*)
By: s/Everett Upshaw
Everett Upshaw (*pro hac vice*)
811 S. Central Expressway, Suite 307
Richardson, TX 75080
Telephone: (214) 680-6005
Fax: (214) 865-6086
Email: jacquelinelee@everettupshaw.com
everettupshaw@everettupshaw.com

9 SUMMIT LAW GROUP, PLLC
10
11
12
13
14

By: s/Molly A. Terwilliger
Molly A. Terwilliger, WSBA #28449
Summit Law Group PLLC
315 5th Ave. S., Ste. 1000
Seattle, WA 98104
Telephone: (206) 676-7000
Fax: (206) 676-7001
Email: mollyt@summitlaw.com

15 *Attorneys for ZTE (USA) Inc.*
16
17
18
19
20
21
22
23
24
25
26
27
28

1 DLA PIPER LLP (US)
2 /s/ Andrew R. Escobar
3 Stellman Keehnel, WSBA No. 9309
4 Andrew R. Escobar, WSBA No. 42793
5 701 Fifth Avenue, Suite 7000
6 Seattle, WA 98104-7044
7 Tel: 206.839.4800
8 Fax: 206.839.4801
9 E-mail: stellman.keehnel@dlapiper.com
10 andrew.escobar@dlapiper.com

11 DLA PIPER LLP (US)
12 2000 University Avenue
13 East Palo Alto, California 94303-2215
14 Tel: 650.833.2000
15 Fax: 650.833.2001
16 Mark Fowler, admitted pro hac vice
17 Brent Yamashita, admitted pro hac vice
18 Erik Fuehrer, admitted pro hac vice
19 Asa Wynn-Grant, admitted pro hac vice
20 E-mail: mark.fowler@dlapiper.com
21 brent.yamashita@dlapiper.com
22 erik.fuehrer@dlapiper.com
23 asa.wynngrant@dlapiper.com

24 *Attorneys for Defendants*
25 *Samsung Electronics Co., Ltd., Samsung Electronics*
26 *America, Inc., And Samsung Research America, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of January, 20__, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Timothy S. DeJong	tdejong@ssbls.com. abuck@ssbls.com
Jacob S. Gill	jgill@stollberne.com. jsloan@stollberne.com
Robert Alan Shlachter	rschlachter@stollberne.com
Derek Linke	linke@newmanlaw.com, docketing@newmanlaw.com,; sarah@newmanlaw.com
Keith P. Scully	keith@newmanlaw.com, charlotte@newmanlaw.com, docketing@newmanlaw.com; sarah@newmanlaw.com
Kevin L. Russell	kevin@chernofflaw.com,
Stellman Keehnel	stellman.keechnel@dlapiper.com, patsy.howson@dlapiper.com
Jeffrey M. Thomas	jthomas@gordontilden.com, chudson@gordontilden.com
Franklin Dennis Cordell	fcordell@gordontilden.com, jlucien@gordontilden.com
James W. Morando	JMorando@fbm.com, Calendar@fbm.com, bheuss@fbm.com
John H. Jamnback	jjamnback@yarmuth.com, sstephens@yarmuth.com
Gregory F. Wesner	wesnerg@lanepowell.com, brownj@lanepowell.com, docketing-sea@lanepowell.com
Molly A. Terwilliger	mollyt@summitlaw.com, deniseb@summitlaw.com, kristeno@summitlaw.com
Ryan McBrayer	RMcBrayer@perkinscoie.com, NReynolds@perkinscoie.com, docketsea@perkinscoie.com

1
2 Enoch H. Liang Enoch.Liang@ltlattorneys.com,
3 Francine.McGinity@ltlattorneys.com
4 Lauren Sliger lauren.sliger@ltlattorneys.com,
5 edgar.martinez@ltlattorneys.com
6 Tiffany Scott Connors connorst@lanepowell.com, docketing-
7 SEA@lanepowell.com,
hooperl@lanepowell.com, sheaffers@lanepowell.com
8 Andrew Ramiro Escobar andrew.escobar@dlapiper.com,
9 karen.hansen@dlapiper.com
10 Asa Wynn-Grant asa.wynngrant@diapiper.com
11 Brent Yamashita brent.yamashiita@dlapiper.com
12 Julia Donna Woog jwoog@yarmuth.com, kkennedy@yarmuth.com
13 Michael J. Engle MEngle@perkinscoie.com, mheap@perkinscoie.com
14 Colin Barry Heideman 2cbh@knobbe.com, colin.heideman@knobbe.com,
15 litigation@knobbe.com
16 Frank A. DeCosta frank.decosta@finnegan.com,
17 raymond.smith@finnegan.com, seth.katz@finnegan.com,
travis.smith@finnegan.com
18 Forrest A. Jones forrest.jones@finnegan.com,
19 raymond.smith@finnegan.com,
20 seth.katz@finnegan.com, travis.smith@finnegan.com
21 Christopher M. Kurpinski christopher.kurpinski@finnegan.com,
22 raymond.smith@finnegan.com, seth.katz@finnegan.com,
travis.smith@finnegan.com
23 John Mulcahy john.mulcahy@finnegan.com
24 Scott D Stimpson sstimpson@sillscummis.com
25 Vincent M. Ferraro vferraro@sillscummis.com
26 David C. Lee dlee@sillscummis.com
27
28

1 Katherine M. Lieb klieb@sillscummis.com
2
3 Irfan A Lateef irfan.lateef@knobbe.com, Litigation@knobbe.com
4 Kendall M Loebbaka Kendall.Loebbaka@knobbe.com, Litigation@knobbe.com
5 Jacqueline M. Lee jacquelinelee@everettupshaw.com,
6 contact@everettupshaw.com
7 Christina J McCullough CMcCullough@perkinscoie.com,
8 DocketSEA@perkinscoie.com,
9 ypoletaeva@perkinscoie.com
10 Erik Fuehrer erik.fuehrer@dlapiper.com, christine.kunis@dlapiper.com
11 John H. McDowell johnmcdowell@andrewskurth.com,
12 debbiereese@andrewskurth.com
13 James V. Mahon jamesmahon@andrewskurth.com
14 Benjamin J. Setnick bensetnick@andrewskurth.com,
15 debbiereese@andrewskurth.com
16 Everett McClyde Upshaw everettupshaw@everettupshaw.com,
17 contact@everettupshaw.com
18 Kyle M. Amborn KAmborn@perkinscoie.com

19 DATED this 22nd day of January, 2015, at Seattle, Washington.
20

21 By s/Eric D. Lansverk
22 Eric D. Lansverk, WSBA #17218
23 1221 Second Avenue, Suite 500
24 Seattle, Washington 98101-2925
25 Telephone: (206) 623-1745
Facsimile: (206) 623-7789
E-Mail: eric.lansverk@hcmp.com

26 ND: 16692.019 4843-9391-9265v1
27
28

Defendants' Motion to Strike Infringement Contentions
(2:14-cv-01025-MJP) - 23 -

30689\4734275.1

HILLIS CLARK MARTIN & PETERSON P.S.
1221 Second Avenue, Suite 500
Seattle, Washington 98101-2925
Telephone: (206) 623-1745
Facsimile: (206) 623-7789